

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA5	Page 1 of 50
2. Contract No.		3. Solicitation No. DAAE20-01-R-0010		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2001MAY14	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By TACOM-ROCK ISLAND AMSTA-AQ-ARCC ROCK ISLAND IL 61299-7630			Code W52H09	8. Address Offer To (If Other Than Item 7)		

SOLICITATION NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 Signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 03:45pm (hour) local time 2001JUN11 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name MISSY WITT E-mail address: WITTM@RIA.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-3743
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter		Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)	
15B. Telephone Number (Include Area Code)		15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		17. Signature	18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered		20. Amount	21. Accounting And Appropriation	
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	
24. Administered By (If other than Item 7)		Code	25. Payment Will Be Made By	
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)			27. United States Of America _____ (Signature of Contracting Officer)	
			28. Award Date	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-R-0010 MOD/AMD	Page 2 of 50
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY:

1. THIS DOCUMENT REPRESENTS THE FINAL SOLICITATION, DAAE20-01-R-0010, AND WILL RESULT IN THE AWARD OF A FIVE YEAR IDIQ, FIRM-FIXED-PRICE CONTRACT, NOT TO EXCEED 30 SEPTEMBER 2006. SEE FAR 16.503 AND FAR CLAUSES 52.216-18, 52.216-19 AND 52.216-22 FOR ADDITIONAL INFORMATION ON REQUIREMENTS TYPE CONTRACTS. THIS SOLICITATION IS ISSUED AS AN UNRESTRICTED ACQUISITION BASED ON FULL AND OPEN COMPETITION.
2. THIS SOLICITATION UTILIZES A BEST VALUE ACQUISITION APPROACH. SEE SECTION L OF THE SOLICITATION FOR PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS. SEE SECTION M FOR INFORMATION ON PROPOSAL EVALUATION AND BASIS FOR AWARD.

THE FOLLOWING ITEMS ARE BEING SOLICITED:

- CLIN 0001: M40A1 MASKS, SMALL - FIRST YEAR GUARANTEED MINIMUM QUANTITY IS 0 EACH
NSN: 4240-01-370-3821
P/N: 5-1-2740-10
- CLIN 0002: M40A1 MASKS, MEDIUM - FIRST YEAR GUARANTEED MINIMUM QUANTITY IS 23,719 EACH
NSN: 4240-01-370-3822
P/N: 5-1-2740-20
- CLIN 0003: M40A1 MASKS, LARGE - FIRST YEAR GUARANTEED MINIMUM QUANTITY IS 0 EACH
NSN: 4240-01-370-3823
P/N: 5-1-2740-30
- CLIN 0004: M42A2 MASKS, SMALL - FIRST YEAR GUARANTEED MINIMUM QUANTITY IS 0 EACH
NSN: 4240-01-413-4100
P/N: 5-1-3328-10
- CLIN 0005: M42A2 MASKS, MEDIUM - FIRST YEAR GUARANTEED MINIMUM QUANTITY IS 0 EACH
NSN: 4240-01-413-4101
P/N: 5-1-3328-20
- CLIN 0006: M42A2 MASKS, LARGE - FIRST YEAR GUARANTEED MINIMUM QUANTITY IS 0 EACH
NSN: 4240-01-141-4102
P/N: 5-1-3328-30
- CLIN 0007: FACEPIECE ASSEMBLY, SMALL - FIRST YEAR GUARANTEED MINIMUM QUANTITY IS 0
NSN: 4240-01-415-4517
P/N: 5-1-1001-10
- CLIN 0008: FACEPIECE ASSEMBLY, MEDIUM - FIRST YEAR GUARANTEED MINIMUM QUANTITY IS 0
NSN: 4240-01-415-4518
P/N: 5-1-1001-20
- CLIN 0009: FACEPIECE ASSEMBLY, LARGE - FIRST YEAR GUARANTEED MINIMUM QUANTITY IS 0
NSN: 4240-01-416-0430
P/N: 5-1-1001-30

3. THE FOLLOWING ARE THE DATES OF THE ORDERING PERIODS (OP) COVERED BY THIS SOLICITATION:

- BASIC ORDERING PERIOD: AWARD DATE - 30 SEPTEMBER 2002
- ORDERING PERIOD (OP) 2: 01 OCTOBER 2002 - 30 SEPTEMBER 2003
- ORDERING PERIOD (OP) 3: 01 OCTOBER 2003 - 30 SEPTEMBER 2004
- ORDERING PERIOD (OP) 4: 01 OCTOBER 2004 - 30 SEPTEMBER 2005
- ORDERING PERIOD (OP) 5: 01 OCTOBER 2005 - 30 SEPTEMBER 2006

4. THE MINIMUM AND MAXIMUM QUANTITIES, AS SHOWN BELOW, ARE PROVIDED SOLELY FOR THE PURPOSE OF ESTABLISHING REASONABLE QUANTITIES AGAINST WHICH TO PROVIDE PRICES, AND TO ESTABLISH ORDERING LIMITATIONS.

5. AN AWARD UNDER THIS SOLICITATION WILL OBLIGATE THE GOVERNMENT FOR THE GUARANTEED MINIMUM QUANTITY ONLY. EACH DELIVERY ORDER STANDS ON ITS OWN INSOFAR AS IT OBLIGATES THE GOVERNMENT.

6. OFFERORS MAY BE ELIGIBLE FOR FIRST ARTICLE TEST WAIVER ON PREVIOUSLY PRODUCED COMPONENTS, SUBASSEMBLIES AND ASSEMBLIES OF THE MASKS, EXCEPT WHEN i) A MAJOR CHANGE IS MADE TO THE TECHNICAL DATA, OR (ii) WHENEVER A CHANGE OCCURS IN THE PLACE OF PERFORMANCE, MANUFACTURING PROCESS, MATERIAL USED, DRAWING SPECIFICATION OR SOURCE OF SUPPLY. RESPONSE TO REQUESTS FOR FIRST ARTICLE TEST WAIVER WILL BE FURNISHED PRIOR TO THE DATE FOR SUBMISSION OF PROPOSALS. PRICES SUBMITTED SHALL REFLECT ONLY THOSE FIRST ARTICLE TEST COSTS WHICH HAVE BEEN DETERMINED BY THE GOVERNMENT NOT CAPABLE OF BEING WAIVED.

6a. FULL FIRST ARTICLE TEST COSTS SHALL BE APPLIED ONLY TO THE MEDIUM SIZE M40A1 MASK; ONLY FIRST ARTICLE COSTS FOR UNIQUE COMPONENTS AND END ITEMS SHALL BE APPLICABLE FOR THE SMALL AND LARGE M40A1 MASKS, AND FOR ONE SIZE ONLY OF THE M42A2 MASKS (SEE PRICING SHEETS).

6b. NO SEPARATE FIRST ARTICLE TEST COSTS ARE REQUIRED FOR THE FACEPIECE ASSEMBLIES, SINCE THIS ASSEMBLY IS PART OF THE MASK.

7. THE BEST ESTIMATES, AND MINIMUM AND MAXIMUM ORDERING QUANTITIES ARE SET FORTH BELOW: THESE QUANTITIES REFLECT THE GOVERNMENT'S BEST ESTIMATE OF ACTUAL PROJECTED REQUIREMENTS WHICH MAY BE ORDERED UNDER THIS SOLICITATION, BASED ON A COMBINATION OF ORDER HISTORY, ACTUAL ORDERS ON HAND, AND PROJECTED DEMAND.

CLIN: 0001 - M40A1 MASK, SMALL P/N: 5-1-2740-10

OP	BEST ESTIMATE	MINIMUM	MAXIMUM
1	508	100	4400
2	100	100	4400
3	100	100	4400
4	100	100	4400
5	100	100	4400

CLIN: 0002 - M40A1 MASK, MEDIUM P/N: 5-1-2740-20

OP	BEST ESTIMATE	MINIMUM	MAXIMUM
1	36079	100	66600
2	5164	100	9000
3	5164	100	9000
4	7504	100	9000
5	7450	100	9000

CLIN: 0003 - M40A1 MASK, LARGE P/N: 5-1-2740-30

OP	BEST ESTIMATE	MINIMUM	MAXIMUM
1	2682	100	7400
2	585	100	2500
3	585	100	2500
4	845	100	2500
5	839	100	2500

CLIN: 0004: M42A2 MASK, SMALL P/N: 5-1-3328-10

OP	BEST ESTIMATE	MINIMUM	MAXIMUM
1	1401	100	1050
2	750	100	1050
3	750	100	1050
4	750	100	1050
5	750	100	1050

CLIN: 0005 - M42A2 MASK, MEDIUM P/N: 5-1-3328-20

OP	BEST ESTIMATE	MINIMUM	MAXIMUM
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Name of Offeror or Contractor:

1	2808	100	2100
2	1500	100	2100
3	1500	100	2100
4	1500	100	2100
5	1500	100	2100

CLIN: 0006 - M42A2 MASK, LARGE P/N: 5-1-3328-30

OP	BEST ESTIMATE	MINIMUM	MAXIMUM
1	468	100	350
2	250	100	350
3	250	100	350
4	250	100	350
5	250	100	350

CLIN: 0007 - FACEPIECE ASSEMBLY, SMALL P/N: 5-1-1001-10

OP	BEST ESTIMATE	MINIMUM	MAXIMUM
1	0	1000	4000
2	0	1000	4000
3	3000	1000	5000
4	3000	1000	7000
5	3000	1000	4000

CLIN: 0008 - FACEPIECE ASSEMBLY, MEDIUM P/N: 5-1-1001-20

OP	BEST ESTIMATE	MINIMUM	MAXIMUM
1	45000	1000	30000
2	10000	1000	30000
3	10000	1000	20000
4	10000	1000	20000
5	10000	1000	20000

CLIN: 0009 - FACEPIECE ASSEMBLY, LARGE P/N: 5-1-1001-30

OP	BEST ESTIMATE	MINIMUM	MAXIMUM
1	6000	1000	4000
2	2800	1000	4000
3	3000	1000	5000
4	3000	1000	5000
5	3000	1000	5000

MONTHLY MINIMUM DELIVERY RATES ARE AS FOLLOWS, UNLESS OTHERWISE MUTUALLY AGREED UPON BY THE PARTIES:

M40A1 MASK	OP1 2000	OP2-5 500
M42A2 MASKS	OP1 25	OP2-5 25
FACEPIECE ASSY	OP1 2000	OP2-5 1000

8. THE OFFEROR SHALL SUBMIT PRICES ON ATTACHMENT 001 - PRICE AND EVALUATION SPREADSHEETS, CONSISTING OF THREE (3) PAGES.
9. IF OFFERORS PROPOSE AN ALTERNATE PACKAGING METHOD, THEY ARE REQUIRED TO DO SO WITHIN 21 DAYS OF ISSUANCE OF THIS SOLICITATION.
10. ALL DELIVERY ORDERS WILL BE ISSUED UNILATERALLY BY THE GOVERNMENT WITH FIRM DELIVERY DATES. COMPONENT FIRST ARTICLES ARE DUE AS COMPLETED BUT NO LATER THAN 210 DAYS AFTER RECEIPT OF AN ORDER. FINAL END ITEM FIRST ARTICLES ARE DUE 300 DAYS AFTER RECEIPT OF AN ORDER. DELIVERIES FOR ALL CLINS SHALL COMMENCE NOT LATER THAN 180 DAYS AFTER RECEIPT OF ORDER FOR WITHOUT FIRST ARTICLE AND 390 DAYS

Name of Offeror or Contractor:

- AFTER RECEIPT OF ORDER WITH FIRST ARTICLE.
11. PRICES SHALL BE SUBMITTED ON A FOB DESTINATION BASIS FOR PRODUCTION QUANTITIES. FOR PRICING PURPOSES, ALL SHIPMENTS WILL BE MADE TO BLUE GRASS ARMY DEPOT, 2091 KINGSTON HWY, RICHMOND, KY 40475-5000.
12. UNIVERSAL SECOND SKIN (USS) DESIGN. THE OFFEROR MAY ACQUIRE THE USS BY PURCHASING FROM A CURRENT SUPPLIER OR DESIGN THE USS IAW EA-PRF-2006. IF THE OFFEROR CHOOSES TO DESIGN THE USS IAW EA-PRF-2006, THE GOVERNMENT WILL FURNISH SAMPLES OF ALL NECESSARY ITEMS REQUIRED TO INTERFACE WITH THE USS. THESE ITEMS INCLUDE ALL SIZES OF THE M40A1 MASK AND THE JSLIST (JOINT SERVICE LIGHTWEIGHT INTEGRATED SUIT TECHNOLOGY).
13. INSPECTION/ACCEPTANCE FOR FIRST ARTICLE TEST REPORT WILL BE ORIGIN/DESTINATION, FOB IS DESTINATION. INSPECTION/ACCEPTANCE FOR PRODUCTION WILL BE ORIGIN/ORIGIN.
14. A PARTIAL SET OF GOVERNMENT TOOLING IS AVAILABLE (EXCEPT FOR THE UNIVERSAL SECOND SKINS. SMALL OR MED/LARGE). TOOLING WILL BE PROVIDED ON AN 'AS IS' BASIS. THE CONTRACTOR IS RESPONSIBLE FOR ALL TEST COSTS, REFURBISHMENT, REWORK AND REPAIRS OF TOOLING. DURING A TIME YET TO BE SPECIFIED, CONTRACTORS WILL BE GIVEN AN OPPORTUNITY TO VIEW THE GFP UPON GIVING THE GOVERNMENT TEN (10) DAYS NOTICE. THE TOOLING IS CURRENTLY LOCATED AT MINE SAFETY APPLIANCES, PO BOX 428, PITTSBURGH, PA, 15230-0428. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE "CONDITION" OF THE TOOLING UPON VIEWING THE TOOLING. A PARTIAL LIST OF TOOLING IS PROVIDED IN THE FORM OF AN EXCEL SPREADSHEET AS ATTACHMENT 008.
15. C2A1 CANISTERS, PMCS CARDS AND TECHNICAL MANUALS WILL BE PROVIDED AS GOVERNMENT FURNISHED MATERIAL TO BE PACKAGED WITH THE MASK. GFM WILL BE FURNISHED WITHIN 30 DAYS AFTER CONTRACTOR'S WRITTEN REQUEST.
16. RUBBER FORMULATION TOXICITY APPROVAL IS REQUIRED. THE RUBBER FORMULATION APPROVAL MUST BE COMPLETED AND SUBMITTED AT LEAST 90 DAYS PRIOR TO INITIATION OF FIRST ARTICLE TEST. OFFERORS WITH PREVIOUSLY APPROVED RUBBER FORMULATION SHOULD PROVIDE A COPY OF APPROVAL DOCUMENTATION AT TIME OF PROPOSAL SUBMISSION.
17. THE SMALL BUSINESS SUBCONTRACTING PLAN REQUIRED IN ACCORDANCE WITH "BY REFERENCE" CLAUSES I-13 AND I-53, FAR 52.219-9 AND DFARS 252.219-7003, RESPECTIVELY, IS REQUIRED TO BE SUBMITTED AT TIME OF PROPOSAL SUBMISSION.
18. ALSO NOTE THIS SOLICITATION DOES CONTAIN A SECTION B, SUPPLIES AND PRICES/COSTS, BUT NOT FOR PRICING PURPOSES. AFTER CONTRACT AWARD, EACH DELIVERY ORDER ISSUED AGAINST THE RESULTANT CONTRACT SHALL CONTAIN A SECTION B BASED ON THE PRICE AND EVALUATION SPREAD SHEET AT ATTACHMENT 001.
19. IN AN EFFORT TO MOST EFFECTIVELY ACCOMPLISH THIS CONTRACT, THE GOVERNMENT PROPOSES TO PARTICIPATE IN A CONCEPT CALLED "PARTNERING" WITH THE CONTRACTOR(S) AND HIS SUBCONTRACTORS. "PARTNERING" WOULD STRIVE TO DRAW ON THE STRENGTHS OF EACH ORGANIZATION IN AN EFFORT TO ACHIEVE ON SCHEDULE QUALITY PRODUCTS. THIS EFFORT WOULD BE TOTALLY VOLUNTARY. ACCORDINGLY, THE CONTRACTOR(S) SHALL NOT INCLUDE COSTS ASSOCIATED WITH THIS PARTNERING EFFORT AS PART OF THIS SOLICITATION. THIS PROGRAM, IF ADOPTED, WILL BE INCORPORATED AFTER AWARD.

*** END OF NARRATIVE A 001 ***

Regulatory Cite	Title	Date
A-1 HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		

(AA7020)

A-2	52-201-4501	NOTICE ABOUT TACOM-RI OMBUDSMAN	NOV/1995
	TACOM-RI		

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Name of Offeror or Contractor:

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

- b. If you think that this solicitation:
- 1. has inappropriate requirements; or
 - 2. needs streamlining; or
 - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3223
Electronic Mail Address: AMSTA-AQ-AR@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
- (1) TACOM-RI solicitation number;
 - (2) Name of PCO;
 - (3) Problem description;
 - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

A-3 52.204-4500 NOTICE OF REQUIREMENT FOR USE OF ELECTRONIC DATA INTERCHANGE (EDI) FEB/1999
TACOM-RI

This solicitation and any resulting contract are subject to the "Required Use of Electronic Data Interchange (EDI)" clause contained in Section H of this document.

(End of clause)

(AS7007)

A-4 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-5 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED APR/1999
TACOM-RI

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to

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Name of Offeror or Contractor:

eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.

2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. **IMPORTANT:** Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

A-6	52.233-4503	AMC-LEVEL PROTEST PROGRAM	JUN/1998
	TACOM-RI		

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/command_counsel/protest/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

A-7	52.246-4538	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2	JUN/1998
	TACOM-RI		

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

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THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>Supplies or Services and Prices/Costs</u> <u>M40A1 MASK, SMALL</u> SECURITY CLASS: Unclassified NSN: 4240-01-370-3821 P/N: 5-1-2740-10 INSPECTION/ACCEPTANCE/FOB - ORIGIN (End of narrative B001)				
0002	<u>Supplies or Services and Prices/Costs</u> <u>M40A1 MASK, MEDIUM</u> SECURITY CLASS: Unclassified NSN: 4204-01-370-3822 P/N: 5-1-2740-20 INSPECTION/ACCEPTANCE/FOB - ORIGIN (End of narrative B001)				
0003	<u>Supplies or Services and Prices/Costs</u> <u>M40A1 MASK, LARGE</u> SECURITY CLASS: Unclassified NSN: 4240-01-370-3823 P/N: 5-1-2740-30 INSPECTION/ACCEPTANCE/FOB - ORIGIN (End of narrative B001)				
0004	<u>Supplies or Services and Prices/Costs</u> <u>M42A2 MASK, SMALL</u> SECURITY CLASS: Unclassified NSN: 4240-01-413-4100 P/N: 5-1-3328-10 INSPECTION/ACCEPTANCE/FOB - ORIGIN (End of narrative B001)				
0005	<u>Supplies or Services and Prices/Costs</u> <u>M42A2 MASK, MEDIUM</u> SECURITY CLASS: Unclassified NSN: 4240-01-413-4101 P/N: 5-1-3328-20				

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	INSPECTION/ACCEPTANCE/FOB - ORIGIN (End of narrative B001) <u>Supplies or Services and Prices/Costs</u> <u>M42A2 MASKS, LARGE</u> SECURITY CLASS: Unclassified NSN: 4240-01-141-4102 P/N: 5-1-3328-30 INSPECTION/ACCEPTANCE/FOB - ORIGIN (End of narrative B001)				
0007	<u>Supplies or Services and Prices/Costs</u> <u>FACEPIECE ASSEMBLY, SMALL</u> SECURITY CLASS: Unclassified NSN: 4240-01-415-4517 P/N: 5-1-1001-10 INSPECTION/ACCEPTANCE/FOB - ORIGIN (End of narrative B001)				
0008	<u>Supplies or Services and Prices/Costs</u> <u>FACEPIECE ASSEMBLY, MEDIUM</u> SECURITY CLASS: Unclassified NSN: 4240-01-415-4518 P/N: 5-1-1001-20 INSPECTION/ACCEPTANCE/FOB - ORIGIN (End of narrative B001)				
0009	<u>Supplies or Services and Prices/Costs</u> <u>FACEPIECE ASSEMBLY, LARGE</u> SECURITY CLASS: Unclassified NSN: 4240-01-416-0430 P/N: 5-1-1001-30 INSPECTION/ACCEPTANCE/FOB - ORIGIN (End of narrative B001)				

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Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b)of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act-Trade Agreements-Balance of Payments Program clause or the Buy American Act-North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products not eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6701)

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Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	Regulatory Cite	Title	Date
C-1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL (SEE ATTACHMENT 002) with revisions in effect as of (SEE ATTACHMENT 002) (except as follows):

SEE ATTACHMENT 002

(CS6100)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.211-4501 TACOM-RI	PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS)	FEB/2000

a. Military preservation, packing, and marking shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D, Date 15 DEC 99 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY
Level of Packing: B
Quantity Per Unit Package: 001
SPI Number: P5-1-2740, REV B, DATED 30 MAR 95/M40A1 MASK
P5-1-3328, DATED 7 APR 95/M42A2 MASK
P5-1-1001, REV A, DATED 18 JAN 96/FACEPIECE

b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer.60 days prior to delivery. Any design changes or changes in the method of preservation along with results of testing verifying the equivalent performance of the design changes that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

- e. SUPPLEMENTAL INSTRUCTIONS:
- M40A1 MASK - DELETE MIL-P-116 AND REPLACE WITH MIL-STD-2073-1. DELETE PPP-B-601 AND REPLACE WITH ASTM D6251.
DELETE PPP-B-636 AND REPLACE WITH ASTM D5118. DELETE PPP-320 AND REPLACE WITH ASTM D4727.
DELETE PPP-T-60 AND PPP-T-76 AND REPLACE WITH ASTM D5486. THE GROSS WEIGHT AND TOTAL QUANTITY PER PALLET SHALL BE PLACED ON A MARKING BOARD/PANEL AND SECURELY ATTACHED ON TWO ADJACENT SIDES.
- M42A2 MASK - DELETE MIL-P-116 AND REPLACE WITH MIL-STD-2073-1. DELETE PPP-B-601 AND REPLACE WITH ASTM D6251.
DELETE PPP-F-320 AND REPLACE WITH ASTM D4727. DELETE PPP-B-636 AND REPLACE WITH ASTM D5118.
DELETE PPP-T-60 AND PPP-T-76 AND REPLACE WITH ASTM D5486. THE GROSS WEIGHT AND TOTAL QUANTITY PER PALLET SHALL BE PLACED ON A MARKING BOARD/PANEL AND SECURELY ATTACHED ON TWO ADJACENT SIDES.
- FACEPIECES - DELETE MIL-P-116 AND REPLACE WITH MIL-STD-2073-1. DELETE PPP-B-601 AND REPLACE WITH ASTM D6251.
DELETE L-P-378 AND REPLACE WITH A-A-3174. THE GROSS WEIGHT AND TOTAL QUANTITY PER PALLET SHALL BE PLACED ON A MARKING BOARD/PANEL AND SECURELY ATTACHED ON TWO ADJACENT SIDES.

(End of clause)

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SECTION E - INSPECTION AND ACCEPTANCE
This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.209-4511 TACOM-RI	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAR/2001

a. The first article shall consist of: AGENT RESISTANCE TESTING which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPs) and drawings listed in the Technical Data Package.

b. The first article shall be delivered to: THE GOVERNMENT RESERVES THE RIGHT TO PERFORM CHEMICAL AGENT RESISTANCE TESTING AT THE FOLLOWING FACILITY: USA SBCCOM, CHEMICAL EVALUATION LABORATORY, AMSSB-RRT-CC, BUILDING E5100, ABERDEEN PROVING GROUND, MD 21010-5423. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

c. The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: N/A The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected. Results of contractor inspections (including supplier's and vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). One copy of the contractor's inspection report with evidence of the QAR's verification shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of Clause)

(ES6017)

E-3	52.209-4512 TACOM-RI	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAR/2001
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a. The first article shall consist of:

CONTRACTOR FIRST ARTICLE TEST (FAT) REQUIREMENTS: END ITEM(S) & MAJOR SUBASSEMBLIES ONLY. (FAT REQUIREMENTS FOR MINOR COMPONENT PARTS ARE NOT CALLED OUT IN THIS FAT SHEET, BUT ARE REQUIRED TO BE PERFORMED IAW ALL APPLICABLE PURCHASE DESCRIPTIONS, APPLICABLE DRAWINGS, APPLICABLE QUALITY ASSURANCE PROVISIONS OR SPECIAL PACKAGING INSTRUCTIONS).

FIRST ARTICLE:

1) M40A1 AND M42A2 PROTECTIVE MASKS (SMALL, MEDIUM & LARGE) [PD EA-M-1801, DWG 5-1-2740; EA-M-2002, DWG, 5-1-3328]

1a.) THE FAT SAMPLE SHALL CONSIST OF ONE HUNDRED (100) EACH FINAL ASSEMBLED M40A1 & M42A2 FIELD MASKS OF EACH SIZE (SMALL, MEDIUM & LARGE), UTILIZING THE SAME METHODS, MATERIALS, AND EQUIPMENT THAT WILL BE EMPLOYED DURING REGULAR PRODUCTION, AND ONE HUNDRED (100) EACH ALL COMPONENT PARTS, PRESENTED TO THE GOVERNMENT FOR INSPECTION IN ACCORDANCE WITH (IAW) ALL APPLICABLE PURCHASE DESCRIPTION REQUIREMENTS, APPLICABLE DRAWINGS, AND APPLICABLE QUALITY ASSURANCE PROVISIONS (QAPS). FROM THESE QUANTITIES, REQUIRED SAMPLES SHALL BE DRAWN AT RANDOM TO PERFORM ALL SPECIFIED FIRST ARTICLE TESTS AND INSPECTIONS.

1b.) SPI REQUIREMENTS: FIFTY (50) EACH MASK OF EACH SIZE SHALL BE PACKAGED AND PACKED IN ACCORDANCE WITH ALL APPLICABLE SPECIAL PACKAGING INSTRUCTIONS (SPI) AND PRESENTED FOR INSPECTION IAW ALL APPLICABLE SPI REQUIREMENTS. ADDITIONALLY, FROM THIS QUANTITY ALL COMPONENT PARTS REQUIRING SPECIAL PACKAGING SHALL BE PACKAGED AND PACKED IAW APPLICABLE SPECIAL PACKAGING INSTRUCTIONS (SPI), AND PRESENTED FOR INSPECTION IAW ALL APPLICABLE SPI REQUIREMENTS.

2.) FACEPIECE, MASK (SMALL, MEDIUM & LARGE) [QAP 5-1-1001, DWG 5-1-1001-10,-20,30]

2a.) THE FAT SAMPLE SHALL CONSIST OF ONE HUNDRED (100) EACH FINAL ASSEMBLED FACEPIECE(S) OF EACH SIZE (SMALL, MEDIUM & LARGE), AND ONE HUNDRED (100) EACH ALL COMPONENT PARTS, UTILIZING THE SAME METHODS, MATERIALS, AND EQUIPMENT THAT WILL BE EMPLOYED DURING REGULAR PRODUCTION, AND PRESENTED TO THE GOVERNMENT FOR INSPECTION IAW ALL APPLICABLE PURCHASE DESCRIPTION REQUIREMENTS, APPLICABLE DRAWINGS, AND APPLICABLE QUALITY ASSURANCE PROVISIONS (QAPS). FROM THESE QUANTITIES, REQUIRED SAMPLES SHALL BE DRAWN TO PERFORM ALL SPECIFIED FIRST ARTICLE TESTS AND INSPECTIONS.

2b.) SPI REQUIREMENTS: FIVE (05) PACKAGING BAGS OF EACH TYPE, FIVE (05) FACEPIECE SUBASSEMBLY BARRIER BAGS, AND FIVE (05) BUBBLE BAGS OR ALTERNATE EMPTY FACEPIECE ASSEMBLY BARRIER BAGS, SHALL BE PRESENTED FOR INSPECTION IAW APPLICABLE SPI.

3.) HOOD ASSEMBLY, QUICK DOFF HOOD [DWG 5-1-2701]

3a.) THE FAT SAMPLE SHALL CONSIST OF ONE HUNDRED (100) EACH HOODS, THREE (03) SETS OF PATTERN BLANKS, AND HARDWARE COMPONENTS, ONE (01) QUART OF ADHESIVE, A ONE (01) YARD WIDTH OF COATED CLOTH CONFORMING TO MIL-C-51251 AND TAKEN FROM THE SAME ROLLS FROM WHICH THE FIRST ARTICLE HOOD ASSEMBLIES AND SEAMS WERE MADE, AND THREE (03) EACH EMPTY UNIT PACK CONTAINERS TO SATISFY SPI REQUIREMENTS. THE COATED CLOTH SAMPLE AND THE SAMPLE ADHESIVE SHALL BE USED TO PREPARE TEST SPECIMENS FOR THE COLD CRACK AND HYDROSTATIC RESISTANCE TEST. THE FAT SAMPLE SHALL BE MANUFACTURED AND PACKAGED UTILIZING THE SAME METHODS, MATERIALS, EQUIPMENT AND PROCESSES EMPLOYED DURING REGULAR PRODUCTION, AND SHALL BE PRESENTED FOR INSPECTION IAW ALL APPLICABLE PURCHASE DESCRIPTIONS, APPLICABLE DRAWINGS, AND APPLICABLE QAPS.

4.) VOICEMITTERS (FRONT & SIDE) [PD EA-P-1324, DWG 5-1-1047]

4a.) THE FAT SAMPLE SHALL CONSIST OF ONE HUNDRED (100) EACH VOICEMITTER ASSEMBLIES OF EACH TYPE, UTILIZING THE SAME METHODS, MATERIALS, AND EQUIPMENT THAT WILL BE EMPLOYED DURING REGULAR PRODUCTION, AND THE INITIAL FIVE (05) METERS (FIFTEEN [15] LINEAR FEET) FULL WIDTH FROM EACH ROLL OF DIAPHRAGM MATERIAL USED IN THE FAT SAMPLE SHALL BE SUBMITTED TO THE GOVERNMENT FOR GB PERMEATION RESISTANCE TESTING. FROM THIS QUANTITY, REQUIRED SAMPLES SHALL BE DRAWN AT RANDOM TO PERFORM ALL SPECIFIED FIRST ARTICLE TESTS AND INSPECTIONS IAW APPLICABLE PURCHASE DESCRIPTIONS, APPLICABLE DRAWINGS, AND APPLICABLE QAPS.

5.) PRIMARY OUTSERTS, CLEAR AND TINTED [PD EA-DTL-1381, 5-1-2009, 5-1-1058]

5a.) THE FAT SAMPLE SHALL CONSIST OF FORTY (40) LENSES OF EACH TYPE AND DASH NUMBER, AND TEN (10) TEST SPECIMENS (5 CLEAR AND 5 TINTED) MANUFACTURED UTILIZING THE SAME METHODS, MATERIALS, EQUIPMENT, AND PROCESSES AS WILL BE EMPLOYED DURING REGULAR PRODUCTION.

6.) CARRIER ASSEMBLIES (TYPE I & II) (DWG EA-C-1880, DWG 5-1-2774 and 5-1-2775)

6a.) THE FAT SAMPLE SHALL CONSIST OF FIFTY (50) EACH CARRIERS AND THREE (03) SETS OF PATTERN BLANKS, AND ALL HARDWARE COMPONENTS AND PACKAGED IAW APPLICABLE SPI REQUIREMENTS, UTILIZING THE SAME METHODS, MATERIALS, AND EQUIPMENT THAT WILL BE EMPLOYED DURING REGULAR PRODUCTION.

7.) UNIVERSAL SECOND SKIN (SMALL, MEDIUM/LARGE) (EA-PRF-2006)

7a.) THE FAT SAMPLE SHALL CONSIST OF FIFTEEN (15) FACEPIECES OF EACH SIZE, 56 TEST SLABS, AND THREE (3) TEST BUTTONS. TEST SLABS AND BUTTONS SHALL BE FABRICATED IN ACCORDANCE WITH ASTM D 3182 FROM THE SAME LOT OR BATCH OF MATERIAL USED TO MAKE THE FIRST ARTICLE SAMPLE. THE THICKNESS OF THE TEST SLABS FOR AGENT PERMEATION SHALL BE 0.030 + .005 INCHES. THE THICKNESS OF THE TEST BUTTONS SHALL BE 0.50_+.

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0.02 INCHES. THE SLABS AND BUTTONS SHALL HAVE A CURE EQUIVALENT TO THAT OF THE REGULAR PRODUCTION SECOND SKINS AND ANY FINISH OR TREATMENT THAT IS APPLIED TO THE SECOND SKINS SHALL ALSO BE APPLIED TO THE TEST SLABS AND BUTTONS.

8.) CONTRACTOR PRE-PRODUCTION INSPECTION REQUIREMENTS

8a.) CASTINGS, METAL FOR MASK, CHEMICAL-BIOLOGICAL, PROTECTIVE: A PRE-PRODUCTION SAMPLE OF TEN (10) SEGREGATED AND IDENTIFIED COMPONENTS FROM EACH MOLD OR MOLD CAVITY FOR DIE CASTINGS OR MASTER PATTERN OR CASTING BRANCH OR INVESTMENT CASTING.

8b.) A PRE-PRODUCTION SAMPLE OF SEVENTY-FIVE (75) FACEBLANKS OF EACH SIZE, AT LEAST THREE (03) FROM EACH MOLD CAVITY, TWENTY-FOUR (24) TEST SLABS AND THREE (03) TEST BUTTONS.

which shall be examined and tested in accordance with contract requirements, the item specification(s), Quality Assurance Provisions (QAPs) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package applicable to this procurement.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specification(s) referenced thereon, except for:

- (1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.
- (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
- (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.
- (4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.
- (5) Onetime qualification tests, which are defined as a one-time on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. Evidence of the QAR's verification will be provided. One copy of the First Article Test Report will be submitted through the Administrative Contracting Officer to the Contracting Officer with a copy furnished to USA SBCCOM, CHEMICAL EVALUATION LABORATORY, AMSSB-RRT-CC, BUILDING E5100, ABERDEEN PROVING GROUND, MD 21010-5423.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, or (ii) whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), or (ii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the additional first article testing resulting from any of the causes listed herein that were instituted by the contractor and not due to changes directed by the Government shall be borne by the Contractor.

(End of Clause)

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E-4 52.246-4025 HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT - OCT/2000
TACOM-RI ALTERNATE I

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (1) defect prevention, (2) process control, and (3) design control providing adequate quality controls throughout all areas of contract performance. Your quality system shall, at a minimum, comply with the requirements of an ISO 9001 system.

(b) Your quality system may be based on (1) international quality standards such as ISO 9001, or (2) commercial, or (3) national quality standards. NOTE: Systems such as ISO 9002 are unacceptable for this procurement. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

() ISO 9001

() QS 9000

() ANSI/ASQ 9001

(c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7024)

E-5 52.246-4528 REWORK AND REPAIR OF NONCONFORMING MATERIAL MAY/1994
TACOM-RI

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-6 52.246-4531 ACCEPTANCE INSPECTION EQUIPMENT (AIE) MAR/2001
TACOM-RI

(a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on

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this contract.

(b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.

(c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.

(d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as "Critical, Special or Major" shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.

(e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name and model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.

(f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously Government approved AIE designs have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE designs that indicates the prior Government approval and states that no changes have occurred.

(g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

(h) If the contractor changes the design after the initial approval, the modified design must be submitted for approval prior to use.

(End of clause)

(ES7002)

E-7	52.246-4532 TACOM-RI	DESTRUCTIVE TESTING	MAY/1994
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a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to be delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

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SECTION F - DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	JAN/1991
F-3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-4	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

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SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.232-4500 TACOM-RI	CONTRACT PAYMENT INSTRUCTIONS	AUG/1997

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

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Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.2100-1 AMC FAR SUP	DEMILITARIZATION CLAUSE/MASK, PROTECTIVE, FIELD AND MASK, GAS (CATEGORY XIV(c) - MUNITIONS LIST)	MAR/1963

(a) The items called for by this contract being military items, the following provision as to the disposal of completed or partially completed parts, components, subassemblies, and end items will apply. Property (whether title to the property is in the Government or not, and including parts, components, subassemblies and assemblies to the extent indicated below) of the type covered by this contract for which the Contractor does not claim or is refused payment (including, but not limited to, rejects or overruns) under the provisions of this contract, but which is manufactured, fabricated, assembled, or produced in connection with the manufacture, fabrication, assembly or production of the items covered by this contract, and which is manufactured, fabricated, assembled or produced on the basis of or with the aid of drawings, specification, facilities, equipment, or material furnished or specified by the Government pursuant to this contract, will be completely destroyed or mutilated (whichever is prescribed) prior to final payment in the manner and to the extent herein below set forth in order that such property will be unuseable or nonreclaimable for its original purpose, and to preclude the possibility of reconditioning such property to make it saleable as implements of war:

a. Key points to be demilitarized: Canister or filter element and face piece.

b. Method and degree of demilitarization: Canister or filter element will be burned or crushed. Mouth plug will be removed from face piece and destroyed or face piece may be slashed.

(b) The Contractor agrees that no items demilitarized, as stated above, will be disposed of by the Contractor other than as scrap.

(c) Upon completion of production under this contract, the Contractor shall certify to the Administrative Contracting Officer that demilitarization, as prescribed above, has been accomplished.

(d) The Contractor further agrees that it will include the aforesaid provisions in any subcontracts for the aforesaid items.

(HM7111)

H-2	52.239-4500 TACOM-RI	YEAR 2000 (Y2K) COMPLIANCE	NOV/1998
a.	In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall be Year 2000 compliant upon delivery.		
b.	Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.		

(End of clause)

(HS7506)

H-3	52.247-4545 TACOM-RI	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
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The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	MAR/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-11	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-12	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-13	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT/2000
I-14	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-15	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-16	52.222-26	EQUAL OPPORTUNITY	FEB/1999
I-17	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR/1998
I-18	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-19	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN/1999
I-20	52.223-6	DRUG-FREE WORKPLACE	MAR/2001
I-21	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-22	52.226-1	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES	JUN/2000
I-23	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-24	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-25	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-26	52.232-1	PAYMENTS	APR/1984
I-27	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-28	52.232-11	EXTRAS	APR/1984
I-29	52.232-16	PROGRESS PAYMENTS	MAR/2000
I-30	52.232-17	INTEREST	JUN/1996
I-31	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-32	52.232-25	PROMPT PAYMENT	MAR/2001
I-33	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-34	52.233-1	DISPUTES	JAN/1999
I-35	52.233-3	PROTEST AFTER AWARD	OCT/1995
I-36	52.242-13	BANKRUPTCY	JUL/1995
I-37	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-38	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAR/2001
I-39	52.245-19	GOVERNMENT PROPERTY FURNISHED ["]AS IS["]	APR/1984
I-40	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-41	52.246-24	LIMITATION OF LIABILITY - HIGH-VALUE ITEMS	FEB/1997
I-42	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-43	52.248-1	VALUE ENGINEERING	FEB/2000
I-44	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT FORM)	APR/1984
I-45	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996

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I-46	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-47	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-48	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-49	252.203-7002	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-50	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-51	252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-52	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-53	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-54	252.219-7003	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS	APR/1996
I-55	252.223-7004	SUBCONTRACTING PLAN (DOD CONTRACTS)	SEP/1988
I-56	252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-57	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	AUG/2000
I-58	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-59	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-60	252.232-7004	DOD PROGRESS PAYMENT RATES	FEB/1996
I-61	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-62	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-63	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-64	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-65	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 31 December 2006.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

End of Clause

(IP6155)

I-66	52.216-19	ORDER LIMITATIONS	OCT/1995
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(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 100 M40A1 MASKS, 100 M42A2 MASKS AND 1,000 FACEPIECE ASSEMBLIES, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

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(1) Any order for a single item in excess of 78,400 M40A1 MASKS for OP 1 and 15,900 M40A1 MASKS for OP 2-5; 3,500 M42A2 MASKS for OP 1-5; and 38,000 FACEPIECE ASSEMBLIES for OP 1-2, 30,000 FACEPIECE ASSEMBLIES for OP 3, 32,000 FACEPIECE ASSEMBLIES for OP 4 and 29,000 FACEPIECE ASSEMBLIES for OP 5;

(2) Any order for a combination of items in excess of 78,400 M40A1 MASKS for OP 1 and 15,900 M40A1 MASKS for OP 2-5; 3,500 M42A2 MASKS for OP 1-5; and 38,000 FACEPIECE ASSEMBLIES for OP 1-2, 30,000 FACEPIECE ASSEMBLIES for OP 3, 32,000 FACEPIECE ASSEMBLIES for OP 4 and 29,000 FACEPIECE ASSEMBLIES for OP 5; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-67 52.216-22 INDEFINITE QUANTITY OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 DEC 2008.

(End of clause)

(IF6036)

I-68 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

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(End of Clause)

(IF7210)

I-69 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

'Kickback,' as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract

'Person,' as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

'Prime contract,' as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

'Prime Contractor' as used in this clause, means a person who has entered into a prime contract with the United States.

'Prime Contractor employee,' as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

'Subcontract,' as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

'Subcontractor,' as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

'Subcontractor employee,' as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

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(End of Clause)

(IF7211)

I-70 52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING, ALTERNATE I AND ALTERNATE II JAN/1997

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked 'FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____.' Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

* (See instructions regarding submission of First Article clause)

** (See Executive Summary, paragraph 9)

(End of Clause)

(IF7116)

I-71 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT AUG/1995

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

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(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

I-72	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-73	52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS.	JAN/1999
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(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business concerns maintained by the Small Business Administration.

(b) Evaluation preference.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers except--
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference.
 - (ii) Otherwise successful offers from small business concerns.
 - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR); and
 - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will

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receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

_____ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

(IF7004)

I-74 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

(IF7114)

I-75 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the

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indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of clause)

(IF7220)

I-76 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-77 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS AUG/2000
DFARS
(a) Definition. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in PDF format at http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.pdf and in Excel format at http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.xls.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

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(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	PRICING SPREAD SHEETS		3PG	
Attachment 002	SECTION C/CD ROM CLINS 0001-0009	16-APR-1999	4PG	
Attachment 003	CONTRACT DATA REQUIREMENTS LIST DD FORM 1423	24-MAY-1999	3PG	
Attachment 004	DOCUMENT SUMMARY LIST		2PG	
Attachment 005	ADDRESS CODE DISTRIBUTION		1PG	
Attachment 006	LIST OF ADDRESSES		1PG	
Attachment 007	PROPOSAL SUBMISSION SMALL BUSINESS PARTICIPATION		2PG	
Attachment 008	GOVERNMENT PROPERTY LIST		3PG	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)

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SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
K-3	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-4	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-5	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS, ALTERNATE I & II	MAR/2001
(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 339113.			
(2) The small business size standard is 500.			
(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.			
(b) Representations. (1) The offeror represents as part of its offer that it____is,____is not a small business concern.			
(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,____is not a small disadvantaged business concern as defined in 13 CFR 124.1002.			
(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it____is,____is not a women-owned small business concern.			
(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that -			
(i) it ____is ____is not a veteran-owned small business concern.			
(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ____is ____is not a service-disabled veteran-owned small business concern.			
(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that -			
(i) it ____is ____is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and			
(ii) it ____is			

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_____ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

- _____ Black American.
- _____ Hispanic American.
- _____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- _____ Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji,Tonga, Kirbati, Tuvalu, or Naura).
- _____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- _____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision -

"Service-disabled veteran-owned small business concern" -

- (1) Means a small business concern -
- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less that 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a veteran with permanent and sever disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

- "Veteran-owned small business concern" means a small business concern -
- (1) Not less than 51 percent of which is owned by one or more veteran (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d),

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9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6013)

K-6 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above_____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

(KF7005)

K-7 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES AUG/1987

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Name of Offeror or Contractor:

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of Provision)

(KF7003)

K-8	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	APR/2001
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(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()
are not ()
presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

THIS TEXT IS STAYED PER FAC 97-24

(B) Have ()
have not (),
within the 3-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property;

(C) Are ()
are not ()
presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

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(D) Have ()
have not()
within a three-year period preceding this offer, been convicted or or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are()
are not ()
presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

THIS TEXT IS STAYED PER FAC 97-24

(ii.) (A) The offeror, aside from the offenses enumerated in paragraphs (a)(1)(A), (B), and (C) of this provision,
has []
has not []
within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws -
(1) Been convicted of a Federal or state felony (or ;has any Federal or state felony indictments currently pending against them);
(2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
(3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) The Offeror has ()
has not (),
within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

Name of Offeror or Contractor:

(KF7037)

K-9 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,
 ()intends,
 ()does not intend
 (check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks ''intends'' in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

(End of Provision)

(KF7023)

K-10 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

K-11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

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The offeror represents that (a) it
 () has developed and has on file,
 () has not developed and does not have on file,
 at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it
 () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

K-12	52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
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(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in section 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(Note: The offeror must check the appropriate paragraph(s).)

_____ (i) The facility does not manufacture, process, or otherwise use any toxic chemical listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

_____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

_____ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

_____ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

_____ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of Provision)

(KF7066)

K-13	252.209-7003	COMPLIANCE WITH VETERAN'S EMPLOYMENT REPORTING REQUIREMENTS	MAR/1998
	DFARS		

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

(End of provision)

(KA7513)

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K-14252.247-7022REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEADFARS

AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term ''supplies'' is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Far Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7500)

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Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	MAR/2001
L-2	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-3	52.216-1	TYPE OF CONTRACT	APR/1984

The Government contemplates award of a FIRM FIXED PRICE INDEFINITE DELIVERY INDEFINITE QUANTITY contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-4	52.233-2	SERVICE OF PROTEST	OCT/1995
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) or the General Services Administration Board of Contract Appeals (GSBCA), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from CONTRACTING OFFICER, TACOM-RI, AMSTA-CM-ARCC, ROCK ISLAND, IL 61299-7630. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above on the same day a protest is filed with the GSBCA or within one day of filing a protest with the GAO.

(c) In this procurement, you may not protest to the GSBCA because of the nature of the supplies or services being procured.

(End of Provision)

(LF6254)

L-5	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of Provision)

(LF7015)

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Name of Offeror or Contractor:

L-6 52.215-4502 PARTNERING PROCESS APR/1999
TACOM-RI

- (a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and it's major subcontractors engage in the Army Materiel Command (AMC) Model Partnering process.
- (b) Participation in the AMC Model Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.
- (c) After contract award, the Government and the successful offeror will decide whether or not to engage in the AMC Model Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the AMC Model Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.
- (d) The establishment of a Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.
- (e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering process, as well as the principles and procedures set forth in the AMC Partnering Guide.

(End of provision)

(LS7010)

L-7 52.215-4510 ELECTRONIC BIDS/OFFERS AUG/1999
TACOM-RI

1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.
2. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

<http://aaisbids.ria.army.mil> and click on the icon for additional information.
3. Assuming that your bid/proposal/quote was transmitted successfully, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXXX, and your file was moved to it. If you have any other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.
<http://aais.ria.army.mil/aais/Padds_web/index.html>."

If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

(End of Provision)

(LS7011)

L-8 52.215-4511 ELECTRONIC AWARD NOTICE APR/1999
TACOM-RI

- a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

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b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

(End of provision)

(LS7012)

SUBMISSION OF INFORMATION

Proposals shall be submitted in accordance with this section. To avoid unnecessary expense to both the Government and the offeror, offerors are advised to thoroughly review section M prior to submitting a proposal.

1. Past Performance.**a. Definitions:**

(1). Past Performance Information, as used in this solicitation, is recent and relevant information regarding a contractor's actions under previously awarded contracts. The performance information submitted by the offeror and information obtained from internal Government databases, such as, but not limited to the Defense Contract Management Agency MOCAS, Army Past Performance Information System (PPIMS), Department of Defense Past Performance Automated information System (PPAIS), or any other information may be used to assess performance risk. It may include areas such as the contractor's record of conforming to specifications and to standards of good workmanship; the contractor's adherence to contract schedules including the administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interests of the customer.

(2). Relevant Contracts, as used in this solicitation, are current or recent contract references that demonstrate the offeror has successfully delivered chemical protective masks and demonstrates the ability to mold rubber and plastic components, bond and assemble materials, and test resulting in a quality chemical protective mask that will meet the requirements of the Technical Data Package (TDP) that is similar in nature to the scope, size, complexity and level of effort required by this solicitation and dollar value over \$500,000.

(3). Recent Contracts, as used in this solicitation, should be U.S. Government, and/or commercial contracts that the offeror is performing to or delivered during the last three (3) years previous to the date of this solicitation issue date.

(4). Performance Risk, as used in this solicitation, is the risk associated with an offeror's likelihood of success in performing to the requirements of the solicitation as indicated by the offeror's submitted contract references and U.S. Government past performance information as indicated in paragraph 1.a (1).

b. Past Performance information submission:

(1). Successful Contract References: The offeror shall include contract references as part of their proposal submission on recent and relevant contracts as defined above. The number of submissions should be five (5) or less of recent and relevant contracts. The contract submissions should include the following information:

(a). Contracting Activity and address

(b). Government and/or Commercial Contract number and award date

(c). Point of Contact (including name, job title, phone number, email address and FAX number.
- Procuring Contracting Officer

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Name of Offeror or Contractor:

- Administrative Contracting Officer
- Quality Assurance Representative
- Job Title (if submitting non-government contract references)

(d). Item procured, including NSN/description/PN

(e). Contract Value

(f). Delivery schedule/performance: For any contract which did not/does not meet original schedule, or technical performance requirements, provide a brief explanation of the reason(s) for the shortcoming and any corrective actions taken to avoid recurrence. List each time the delivery schedule was revised and provide an explanation of why the revision was necessary. Also provide a copy of any cure notices or show cause letters received on each contract listed and a description of any corrective actions taken.

(g). Include all quality problems encountered in performance of the contract and, if applicable, address demonstrated corrective actions implemented as a result of the problem encountered. Also, if applicable, identify any significant achievements associated with contract performance.

(h). Include all technical innovations and engineering changes that improved the quality or performance aspects of the delivered product.

(i). A detailed succinct explanation of the relevance of the contract to this solicitation effort.

(j). If government lot acceptance testing is required, provide test results for failed lots against the listed contracts to include a brief summary of test results, current status of each, validity, and corrective actions to prevent recurrence.

(2). Unsuccessful Contract References: In addition to the successful contract references, the offeror shall identify recent and relevant contract(s) in which you were either the prime or the subcontractor that may have been terminated, or cancelled for any reason, in whole or in part. If applicable, please provide the information as stated in paragraph b.(1). above. If there were no cancellations or terminations, please state that.

(3). Subcontractor Performance References: If the offeror intends to subcontract any major production process element or all of the requirements of the solicitation, the offeror shall identify the proposed subcontractor(s) and shall provide contract reference information as specified in para 1.b.(1)(a) through (j). The offeror shall include subcontractor(s) contract reference information as part of the proposal submission to allow the Government to perform an evaluation of the subcontractor's capabilities and ability to perform the required tasks. In addition, the offerors shall include in their proposal the written consent of their proposed subcontractor(s) allowing the Government to discuss the subcontractor's past performance evaluation with the offeror during negotiation. The number of subcontractor submissions should be no more than five recent and relevant contracts.

(4). In addition to the data you provide, we may use information gathered from other sources to evaluate past performance. We may not interview all the sources you provide; therefore it is incumbent upon each offeror to explain all the information they provide. We do not assume the duty to search for information to cure problems we find in proposals. The burden of providing thorough and complete performance risk information remains with the offeror. We may reject a proposal if it does not contain the information required above.

2. Small Business Participation

a. Offerors are to identify the extent to which small businesses (SBs), veteran-owned small businesses (VOSBs), service-disabled veteran-owned small businesses (SDVOSBs), Historically Underutilized Business (HUBZone) small businesses, small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), historically black colleges/universities or minority institutions (HBCU/MIs) would be utilized in the performance of this proposed contract. For small businesses, as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB, VOSB, SDVOSB, HUBZone SB, SDB, WOSB, or HBCU/MI is to be identified, and will be considered in evaluating small business participation.

b. The offeror is to address the following factors in detail.

(1) The names of SBs, VOSBs, SDVOSBs, HUBZone SBS, SDBs, WOSBs, or HBCU/MIs who would participate in the proposed contract, identifying specific components to be produced or services to be performed by them, and the estimated total dollars of such work;

(2) The Offeror shall describe their performance, over the past three calendar years, in complying with the requirements of FAR 52.219-8, including description and available documentation of the methods employed to promote small business utilization and the internal methods used to monitor such utilization.

c. Offerors who are large businesses, as defined by the North American Industry Classification System (NAICS) Code applicable to

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this solicitation, are also to provide a description of their performance over the past three calendar years in complying with the requirements of FAR 52.219-9, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. Large businesses, which have never held a contract incorporating 52-219.9, shall so state.

NOTE TO OFFERORS: To aid in submission of the Small Business participation evaluation factor, the forms at Attachment 007 may be completed and returned as part of your proposal.

3. Price. Offerors shall submit unit prices per the pricing sheet attachment of the solicitation.

*** END OF NARRATIVE L 001 ***

INSTRUCTIONS TO OFFERORS:

- 1. ATTACHMENT 001, PAGES 1 - 3, ARE THE EVALUATION PRICE SPREADSHEETS.
- 2. OFFERORS ARE TO FILL IN THE BLOCKS UNDER THE COLUMN "UNIT PRICE" AND "FAT" FOR THEIR FIRST ARTICLE COST.
- 3. OFFERORS WHO CONDITION THEIR PROPOSAL TO SPECIFIC ORDERING QUANTITIES OR ORDERING PERIODS MAY BE REJECTED AS UNACCEPTABLE.

*** END OF NARRATIVE L 002 ***

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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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M-1	9.306(c) FAR	FIRST ARTICLE APPROVAL
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a. Evaluation of bids or offers where first article tests (components and/or end item) are waived for eligible bidders or offerors will be made by using the proposed prices set forth in Attachment 001.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.

(End of Provision)

(MF7007)

M-2	52.215-4507 TACOM-RI	EVALUATION OF OFFERS	MAR/1988
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An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)

M-3	52.245-4519 TACOM-RI	EVALUATION PROCEDURES FOR USE OF GOVERNMENT-OWNED PRODUCTION AND RESEARCH PROPERTY	FEB/1996
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(a) In accordance with FAR 45.201(a), the Government shall, to the maximum extent practical eliminate the competitive advantage accruing to a contractor possessing Government production and research property.

(b) If the offeror plans to use any item of Government production and research property in possession of the offeror or his proposed subcontractors under a facilities contract or other agreement with the Government independent of this solicitation, the offeror shall so indicate by checking the applicable box(es) below and by identifying such facilities contract or other agreement under which the property is held.

_____ Offer is predicated on use of Government property in offeror's possession.

_____ Offer is predicated on use of Government property in possession of offeror's proposed subcontractors or vendors.

Identification of facilities contract or other agreement under which such property is held:

Type of Contract or Agreement: _____

Number and Date: _____

Cognizant Government Agency (including address): _____

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Name of Offeror or Contractor:

(c) Offeror is required to submit with his offer:

(1) The written permission of the Contracting Officer having cognizance over the property for use of that property, and whether such use will be on a rental or rent-free basis.

(2) A list or description of all Government production and research property which the offeror or his anticipated subcontractors propose to use on a rent-free basis. AMCCOM Form 71-R or equivalent will be used.

Bidders are cautioned that if a bid is submitted in response to an invitation for bids and if that bid is predicated on the use of Government property, then the failure of the bidder to submit the information required in this paragraph (c) may result in the bid being determined nonresponsive.

(d) To eliminate the competitive advantage an evaluation factor shall be added to each offer which is predicated on the use of the above detailed existing Government production and research property.

(e) For rent-free use of Government-owned production and research property, such use shall be evaluated by adding to the price of the item(s) at the rates set forth in FAR 52.245-9 for each month of the proposed production period. Where both rental use and rent-free use will occur during the same production period, the rent and the evaluation in lieu of rent-free use will be computed in accordance with the formula for proration set forth in the Use and Charges clause, FAR 52.245-9.

(f) The months that will be used for the purpose of the evaluation will be the period computed in months set forth by the offeror: _____ months (this period shall include the first, last, and all intervening months). The Contractor will be liable to pay rent for use of any Government-owned property which exceeds the time specified in this clause. If the bidder/offeror fails to specify the number of months in the blank provided, the delivery schedule will be used to determine the number of months of rent-free use required through the month scheduled for final delivery.

(g) The Government shall compute the use-evaluation factor, per-unit-procured, in accordance with the following formula:

$$\frac{T \times R \times P \times S}{Q} = C$$

T: Total acquisition cost of facilities (including, if paid by the Government, cost of transportation and installation as well as any cost expended to enhance the condition of the machine).

R: Rental rate.

P: Production period (months).

Q: Quantity of items to be procured.

S: Pro rata share, if applicable.

C: Evaluation factor to be added to unit price.

(h) This evaluation procedure shall not be applicable to any item or items of Government property held by the offeror under a valid lease or rental arrangement with the Government wherein the offeror is granted right of usage of such property and must pay a rental thereon for the entire leasehold/rental period irrespective of actual usage.

(i) If Government production and research property is being used on other work under one or more existing contracts for which use has been authorized, the evaluation factor shall be determined by prorating the rent between the proposed contract and such other work. The pro-rata share applicable to a proposed contract shall be determined by multiplying the full rental charge for use of Government production and research property for the period for which rent-free use is requested by a fraction, the numerator of which is the amount of use of such property requested by the contractor under this proposed contract and the denominator of which is the sum of the previous authorized use of the property by the contractor for the period and the use requested under the proposed contract. The Contractor must indicate in it's bid offer if a pro-rata share is applicable for this procurement.

(j) Special considerations relating to use of Government-owned facilities and special tooling by subcontractors.

(1) Evaluation factors applied to prime contractor's offers will be the same for both proposed prime contractor's and subcontractor's use of Government-owned property, including evaluation rates and production period.

(2) In the event that any prospective subcontractor desiring use of Government property pursuant to this provision refuses to quote a price to any prospective prime contractor or refuses to quote on an equal basis to all prospective prime contractors, the Government reserves the right to:

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(i) Refuse to authorize the subcontractors use of such property, or;

(ii) Evaluate 100% of the acquisition cost (including cost of transportation, and installation, and enhancement paid by the Government) of such property against the offer of the prime contractor proposing to use such subcontractor.

(End of provision)

(MS7006)

OFFEROR EVALUATION

1. Basis For Award. The award of a contract will be made to the offeror whose proposal offers the best overall value to the Government based on an integrated assessment of price and other factors. The evaluation factors include Performance Risk, Price, and Small Business Participation. Performance Risk is more important than Price, and Price is more important than Small Business Participation. Performance Risk and Small Business Participation combined are significantly more important than Price.

Although price is not the most important factor it could become a controlling factor as offers under the non-priced factors tend to equalize. Because this is a best value procurement, the Government reserves the right to make an award to someone other than the offeror who submits the lowest overall evaluated price.

2. Any proposal that is unrealistically high or low in price may be deemed indicative of a failure to comprehend the Government's requirements and may be rejected for such a reason. Offerors are urged to ensure that their proposals are submitted on the most favorable terms in order to reflect their best possible potential, since less than the optimal initial proposal could result in the exclusion of the offeror from further consideration.

3. An evaluation team has been assigned to review the proposals and assist the Source Selection Authority (SSA) in selecting an offeror. The team will rate and provide a narrative assessment of the proposals at the factor level. The SSA is not bound by the findings of the team.

4. Past Performance - Performance Risk:

a. The Government will determine Performance Risk by evaluating the performance, relevancy, and quality of the offeror's past performance (as defined in section L) as it relates to the probability of successful accomplishment of the required effort. Performance risks are those associated with an offeror's likelihood of successfully performing the solicitation's requirements as evaluated and determined through the review of Past Performance information. Consideration will be given to the degree to which the offeror has met quality and delivery objectives on contracts (within the past three years) for similar, related efforts that are relevant/similar in size, scope, and complexity to the effort required in this solicitation. A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the selection process. Therefore, offerors are reminded to include all relevant past efforts, including demonstrated corrective actions, in their proposal. As part of this effort, evaluators will consider relevant information extrinsic to the proposal that is otherwise available to the government. Offerors are reminded that while the government may elect to consider information obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors. A single evaluation rating will be assigned covering all relevant contract(s) as submitted by each offeror for the area of past performance. This single evaluation rating will be assigned using the following adjectival rating criteria:

Very Low Risk: Based on the offeror's performance record, very little doubt exists that the offeror will successfully perform the required effort.

Low Risk: Based on the offeror's performance record, little doubt exists that the offeror will successfully perform the required effort.

Moderate Risk: Based on the offeror's performance record, some doubt exists that the offeror will successfully perform the required effort.

High Risk: Based on the offeror's performance record, significant doubt exists that the offeror will successfully perform the required effort.

Neutral: A level of risk could not be determined and is unknown. No relevant performance record was identified or located.

b. Since the Government may not necessarily interview all sources provided by offerors, it is incumbent upon the offeror to describe the relevance of the data provided. While the government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors.

5. Small Business Participation

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Name of Offeror or Contractor:

a. Small Business Participation - The Government will evaluate the extent to which offerors (both large and small businesses) identify and commit to small business (SB), veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSB), HUBZone small business, small disadvantaged business (SDB), woman-owned small business (WOSB), and historically black college and university/minority institution (HBCU/MI) participation in the contract, whether as the contractor or a subcontractor, or as a member of a joint venture or teaming arrangement. The evaluation will include the following:

(1) The extent to which the proposal specifically identifies SBs, VOSB, SDVOSB, HUBZone SBS, SDBs, WOSBs and HBCU/MIs, the specific items/services they will furnish, and the estimated dollar value of their participation, including the participation of the offeror, if it is a small business;

(2) The extent of participation of such concerns in terms of the value of the total contract amount;

(3) An assessment of the risk of the offeror's actually attaining the involvement of small business concerns as proposed, by evaluating the performance over the past three calendar years of the offeror in complying with the requirements of FAR 52.219-8, Utilization of Small Business Concerns; and

(4) For offerors who are large businesses as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, an additional evaluation of past performance over the last three calendar years in complying with the requirements of FAR 52.219-9, Small Business Subcontracting Plan. Where a large business has not held a contract that included 52.219-9, its prior performance will be evaluated against 52.219-8 only.

b. The evaluation team shall rate this area as follows:

(1) Excellent: Proposal includes a substantial portion of the work, in terms of dollar value (more than 20%) and complexity, to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/ Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has substantive evidence suggesting prior achievement of subcontracting plans or policy goals. Based on the proposal and past performance history, the offeror's proposed goals and/or actions are substantial and are considered very realistic (very low risk).

(2) Good: Proposal includes a significant portion of the work in terms of dollar value (more than 15%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/ Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of most subcontracting plan or policy goals. Based on the offeror's proposal and past performance history, the offeror's proposed goals and/or actions are significant and are considered realistic (low risk).

(3) Adequate: Proposal includes a reasonable portion of the work in terms of dollar value (more than 10%) or complexity to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/ Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of some subcontracting plan or policy goals. Based on the offeror's proposal and past performance history, the offeror's proposed goals and/or actions are adequate and could be met if the offeror focuses attention on them (moderate risk).

(4) Marginal: Proposal includes a minimal portion of the work in terms of dollar value (less than 10%) and complexity to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business, Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/ Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Based on the offeror's proposal and/or past performance history, there is little likelihood that more than a minimal portion of the work will be performed in this sector. (High risk)

(5) Poor: Offeror demonstrates little or no commitment to using SBs, VOSB, SDVOSB, HUBZone SBs, SDBs, WOSBs and HBCU/MIs. There is no evidence that the offeror met his prior goals and/or shows no serious commitment and did not provide adequate justification for not doing so. Based on the proposal and/or past performance history, there is negligible likelihood that anything other than a token portion of the work will be performed in this sector. (Very high risk)

(6) Neutral: Foreign firm (offeror) has held no past Government contract(s) subject to 52.219-8 or 52.219-9. Foreign firm (offeror) indicates no opportunity for using SBs, VOSB, SDVOSB, HUBZone SBs, SDBs, WOSBs and HBCU/MIs as all contract work will be performed completely outside the United States or no meaningful subcontract opportunities exist.

6. Price. The offeror shall be evaluated based on the proposal's total overall evaluated price to the Government. The proposed contract price will also be evaluated for reasonableness. Reasonableness means that the cost is not unreasonably higher nor lower than what would be incurred by a prudent business person in the conduct of competitive business.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-R-0010 MOD/AMD	Page 50 of 50
Name of Offeror or Contractor:		

*** END OF NARRATIVE M 001 ***

1. THE EVALUATED PRICE WILL BE CALCULATED BY SUMMING THE MULTIPLICATION OF EACH ORDER QUANTITY UNIT PRICE BY ITS RESPECTIVE WEIGHT AND THE MINIMUM ORDER QUANTITY OF THE RANGE FOR EACH ORDERING PERIOD.

2. THE FIRST ARTICLE TEST COST WILL BE ADDED AS PART OF THE TOTAL EVALUATED PRICE, IF APPROPRIATE.

3. THE SUM OF ALL ORDERING PERIOD EVALUATED PRICES AND FIRST ARTICLE TEST COSTS WILL BE THE TOTAL EVALUATED PRICE.

4. FOR EVALUATION PURPOSES, THE GOVERNMENT HAS WEIGHTED THE RANGES BASED ON THE LIKELIHOOD THAT IF AN ORDER IS PLACED, IT WILL BE PLACED IN THAT RANGE.

5. IF A FIRST ARTICLE TEST IS REQUIRED ITS COST WILL BE ADDED TO THE DELIVERY ORDER PRICE, WHEN ISSUED, AND WILL BE AMORTIZED INTO THE UNIT PRICES.

*** END OF NARRATIVE M 002 ***